

**MEMORANDUM
PLACER COUNTY
PLANNING DEPARTMENT**

TO: Board of Supervisors

FROM: Michael Johnson, Director of Planning

SUBJECT: Agreement Between the Placer County Air Pollution Control District and the Placer County Planning Department Regarding Land Use Services

DATE: August 11, 2006

SUMMARY: To facilitate projects through the development review process, the Placer County Air Pollution Control District proposes to provide land development services to the Placer County Planning Department.

DISCUSSION: As an ongoing effort to implement the County's 'Land Development Process Improvement' program, staff from the Placer County Air Pollution Control District and the Planning Department have been working cooperatively to determine how best to provide project review for air quality issues. It was concluded that by entering into an agreement directly with the Air Pollution Control District, the Planning Department can be assured of a timely response to project issues associated with air quality. As set forth in the agreement (Exhibit A), the Air Pollution Control District will provide the Planning Department with land use services such as air quality modeling, participation in meetings, and review and comment on Environmental Impact reports. The Air Pollution Control District will submit monthly reports to the Planning Department which detail by type of service the total hours of services provided. For Fiscal Year 2006/07, the cost for these services will be \$64,277.

FISCAL IMPACT: The Planning Department's budget for Fiscal Year 2006/07 (and for subsequent years, as identified in Exhibit A) will need to be augmented to reflect the transfer of \$64,277 to the Air Pollution Control District to pay for the provision of land development services.

RECOMMENDATION: Approve the payment of \$64,277 from the Planning Department's Fiscal Year 2006/07 budget to the Placer County Air Pollution Control District for the provision of services, as set forth in Exhibit A, and authorize the County Executive Officer to sign the contract on behalf of the County.

Respectfully Submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Exhibit A Agreement by and between the Placer County Air Pollution Control District and the Planning Department

Michael J/PC - Board Reports/06-08-01 apcd-planning agreement

EXHIBIT "A"

Administering Agency: Placer County Planning Department

Contract No. _____

Contract Description: _____

AIR QUALITY SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, by and between the County of Placer ("County"), and the Placer County Air Pollution Control District ("District"), who agrees as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, District shall provide the following services: (1) Review and model air quality impacts for project applications as needed, (2) participate in early planning meetings with applicants (such as pre development meetings, scoping meetings), (3) participate in application processing through the automated permit system integration, (4) advise the County on land use compatibility issues associated with air quality impacts, (5) conduct field reviews as necessary to evaluate project applications, and (6) coordinate with other County departments on applications in the unincorporated area of Placer County, and (7) review project application submittals, prepare required staff reports, and attend Planning Commission and Board of Supervisor meetings as necessary to address project air quality issues.
2. **Term.** The term of this Agreement shall commence on July 1, 2006, and shall be for five (5) consecutive twelve-month County fiscal years, ending on June 30, 2011, and with concurrence by both parties may be extended, provided, however, this Agreement shall automatically terminate effective July 1 of any year subsequent to FY 2006-2007 in the event that, in its annual budget process, County determines not to provide funding for these services in the budget for the Planning Department, as the County Final Budget may be adopted by the Board of Supervisors for said fiscal year. This Agreement may be terminated at any time by either party, by giving written notice of termination to the other party, in accordance with Section 8, below.
3. **Payment.** For services rendered during FY 2006-2007, County shall pay District for services rendered pursuant to this Agreement in the amount of SIXTY-FOUR THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$64,277.00--the "Annual Payment"). Commencing on July 1, 2007, the Annual Payment shall automatically be adjusted as follows: The Annual Payment shall be multiplied by the quotient obtained by dividing the State of California, Department of Industrial Relations, Consumer Price Index—California All Urban Consumers (the "Index") figure for December 2006 by said Index's figure for December 2005. Commencing on each July 1 thereafter, the Annual Payment shall be automatically adjusted by using the quotient obtained by dividing the Index figure for the previous December by said Index's figure for the year immediately preceding the previous year. However, in no event shall an Annual Payment decrease from that paid in the previous year. Payment shall be made in four equal payments in each fiscal year on September 15, December 15, March 15 and June 15, and shall be accomplished utilizing regular budget transfer procedures between the County and the District.
4. **Facilities, Equipment and Other Materials.** District shall, at its cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Independent Contractor--District Not Agent.** At all times during the term of this Agreement, District shall be an independent contractor. County shall not have the right to control the means by which District accomplishes the services rendered pursuant to this Agreement. District shall

have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. District shall have no authority, express or implied pursuant to this Agreement to bind County.

6. **Records.** District shall maintain, at all times, complete detailed records with regard to work performed under this agreement. District shall submit quarterly reports to the Planning Department which indicate the type of service and hours of service provided.
7. **Entirety of Agreement-- Modification.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
8. **Notice.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Planning Dept
Attn: Michael Johnson, Director
3901 County Center Drive
Auburn, CA 95603

Phone: (530) 745-3000
Fax: (530) 886-3080

DISTRICT:

Attn: Tom Christofk, Director
3901 County Center Drive, Suite 240
Auburn, CA 95603

Phone: (530) 889-7130
Fax: (530) 889-7107

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

"COUNTY"

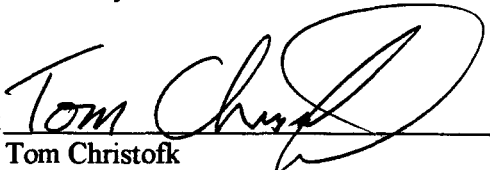
PLACER COUNTY

By: _____
Thomas M. Miller
Chief Executive Officer

Date: _____

"DISTRICT"

Placer County Air Pollution Control District

By:  _____
Tom Christofk
Director

Date: 8-10-06

APPROVED AS TO FORM:

By: _____
Scott H. Finley, Deputy County Counsel

Date: _____